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212-983-1922
Wayne M. Greenwald

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re	Case No.:
	In Proceedings for
7901 7TH AVENUE LLC,	Reorganization under
	Chapter 11
Debtor.	
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DEBTOR'S MOTION TO RETAIN
WAYNE GREENWALD, P.C. AS COUNSEL TO THE DEBTOR

TO: THE JUDGES OF THE UNITED STATE STATES BANKRUPTCY
COURT FOR THE EASTERN DISTRICT OF NEW YORK

7901 7th Avenue LLC, Debtor in Possession, (sometimes referred to as the
"Debtor"), represents:

1. The Debtor requests that this Court enter orders, pursuant to 11 U.S.C. §
327, authorizing the Debtor to retain Wayne Greenwald, P.C. ("WGPC"), as
its attorneys in this case (the "Motion").

BACKGROUND

2. The Debtor filed its voluntary petition for relief under chapter 11 of the

Bankruptcy Code contemporaneously with the filing this Motion.

3. The Debtor has been continued in the possession of its property and operation of its business as debtor in possession, pursuant to 11 U.S.C. §§ 1108 and 1109.
4. The Debtor is in the business of developing, operating and selling condominium units in Jersey City, New Jersey.
5. No committee of unsecured creditors has been appointed in this case.
6. This Court has jurisdiction over this matter, pursuant to 28 U.S.C. §§ 1334 and 157.
7. This matter is a "core proceeding" as that term is defined by 28 U.S.C. § 157.
8. This motion concerns a "public right."
9. This district is the appropriate district to consider this Motion, pursuant to 28 U.S.C. § 1408.

RETAINING WGPC

10. The Debtor wants to retain the law firm of WGPC with offices at 475 Park Avenue South - 26th Floor, New York, New York, 10016 and 1250 Central Park Avenue, Yonkers, New York 10704 as its attorneys.

11. The Debtor believes that WGPC is well versed in the law on the matters on which it is to be retained and is qualified to perform the services needed by the Debtor in this case.
12. After conferring with Wayne Greenwald, the Debtor believes that WGPC does not hold or represent an adverse interest to the estate, and is a disinterested person.

SERVICES TO BE RENDERED

13. The Debtor believes it is necessary to retain WGPC to render the following services:
 - A.) to assist the Debtor in administering this case;
 - B.) making such motions or taking such action as may be appropriate or necessary under the Bankruptcy Code;
 - C.) to represent the Debtor in prosecuting adversary proceedings to collect assets of the estate and such other actions as the Debtor deems appropriate;
 - D.) to take such steps as may be necessary for the Debtor to marshal and protect the estate's assets;
 - E.) to negotiate with the Debtor's creditors in formulating a plan of

reorganization for the Debtor in this case.

F.) to draft and prosecute the confirmation of the Debtor's plan of reorganization in this case.

G.) to render such additional services as the Debtor may require in this case.

TERMS OF RETENTION

14. The Debtor and WGPC agreed to the following terms for WGPC's compensation.
15. WGPC shall bill the Debtor for legal services at discounted hourly rates.
16. These fees range from \$75.00-\$135 per hour, for clerks' and para-professionals' time, \$150 to \$400 per hour for associates' time, up to \$550 for counsels' time and \$500 per hour for partners' time.
17. These fees are subject to change on an annual basis.
18. WGPC shall also be reimbursed for its disbursements incidental to its representing the Debtor in this case.
19. WGPC agreed to receive an initial retainer of \$15,000 (the "Initial Retainer") in installments
20. The Initial Retainer will be paid by an initial payment of \$5,000 being made

on June 27, 2016, a second payment of \$5,000, not later than July 27, 2016, and a third payment of \$5,000 to be received no later than August 27, 2016.

21. The Initial Retainer is being paid by Ann Einhorn, the managing member's mother.
22. The failure to make any of these payments on time will be cause to relieve WGPC as the Debtor's counsel if WGPC chooses to cease representing the Debtor in this case. In which case, WGPC must seek such relief from this Court. The Debtor consents to that motion being made on abbreviated notice.
23. If WGPC is relieved as the Debtor's counsel, WGPC shall still be entitled to apply to this Court for compensation and reimbursement of its expenses, pursuant to 11 U.S.C. § 330.
24. Ms. Einhorn acknowledges that notwithstanding her paying the Initial Retainer, WGPC represents the Debtor, first and foremost. WGPC's duties and loyalty are to the Debtor alone and not to her or her son.
25. If the Debtor's members require an attorney in connection with this case, they shall retain their own, independent counsel.
26. Ms. Einhorn is making these payments because the Debtor lacks the funds to pay the Initial Retainer in full and it is prohibited from making that

payment once this case is filed.

27. In the future, WGPC shall make applications for the payment and allowance of fees and disbursements, pursuant to 11 U.S.C. §§ 330 and 331 and Fed. R. Bankr. P. 2016.
28. The Debtor consents to WGPC receiving compensation on a monthly basis pursuant to any procedure of this Court permitting WGPC to receive compensation on a monthly basis.
29. The full details and terms of WGPC's retention are stated in the annexed engagement letter agreement between WGPC and the Debtor, dated June 23, 2016, The terms of the engagement letter are incorporated herein and made a part of this Motion.
30. No prior application has been made for the relief sought herein.

WHEREFORE, it is requested that an order be entered authorizing the retention of Wayne Greenwald, P.C., as the Debtor's attorneys herein, pursuant to the terms

stated herein, together with such other and further relief as this Court deems proper.

Dated: New York, New York
June 23, 2016

7901 7th Avenue LLC,
Debtor in Possession

By: /s/ Ari Einhorn
Ari Einhorn